

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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Chapter 11  
In re  
Case No.: 05-44481(RDD)  
DELPHI CORPORATION, et al.,  
(Jointly Administered)  
Debtors.  
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**AFFIDAVIT OF LEGAL ORDINARY COURSE PROFESSIONAL**

STATE OF MICHIGAN )  
 )ss:  
COUNTY OF WAYNE )

Matthew Ciaramitato, being duly sworn, deposes and says:

1. I am a principal of Ciara Systems, Inc. ("Ciara") which firm maintains offices at 13112 Ludlow Avenue, Huntington Woods, Michigan 48070.

2. Neither I, "Ciara" nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtors and debtors-in-possession (the "Debtors"), their creditors, or any other party-in-interest, or their attorneys, except as set forth in this affidavit.

3. "Ciara," has represented and advised the Debtors in general legal matters with respect to a broad range of the Debtors' businesses.

4. The Debtors have requested, and "Ciara" has agreed, to continue to represent and advise the Debtors pursuant to section 327(e) of title 11 of the United States Code, 11 U.S.C. §§101-1330, as amended (the "Bankruptcy Code"), with respect to such matters. Additionally, the Debtors have requested, and "Ciara" purposes, to render the following services to the Debtors:

Professional services relating to the collection and processing of litigation and discovery data including capture, conversion and coding of hardcopy, scanned and electronic evidence in support of Delphi Litigation and government related requests including SEC and NHTSA Related Actions.

5. "Ciara's current fees arrangement is \$150.00 per hour.

6. Except as set forth herein, no promises have been received by "Ciara" or any partner, auditor or other member thereof as to compensation in connection with these chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, order of this Court, and the Fee Guidelines promulgated by the Executive Office of the United States Trustee.

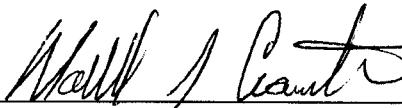
7. "Ciara" has no agreement with any entity to share with such entity any compensation received by "Ciara."

8. "Ciara" and its partners, auditors, and other members may have in the past represented, currently represent, and may in the future represent entities that are claimants of the Debtors in matters totally unrelated to these pending chapter 11 cases. "Ciara" does not and will not represent any such entity in connection with these pending chapter 11 cases and does not have any relationship with any such entity, attorneys, or accountants that would be adverse to the Debtors or their estates.

9. Neither I, "Ciara," nor any partner, auditor or other member thereof, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtors, or their estates in the matters upon which "Ciara" is to be engaged.

10. The foregoing constitutes the statement of "Ciara" pursuant to section 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014 and 2016(b).

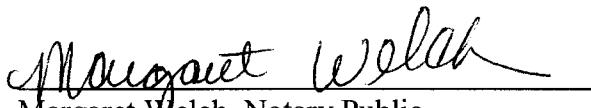
FURTHER AFFIANT SAYETH NOT



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Matthew Ciaramitaro, President  
Ciara Systems, Inc.

Subscribed and sworn to before me  
this 9th day of November, 2005.



Margaret Welch, Notary Public  
County of Wayne, State of Michigan  
Acting in the County of Wayne  
My Commission Expires: 1-9-2006